

SAPC-10046
Copy 2 of 3

17 October 1956

MEMORANDUM FOR THE RECORD

25X1A

SUBJECT : Concurrence in Definitive Contract No. [REDACTED] with
Perkin-Elmer Corporation, Project [REDACTED]

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25X1D

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1. Definitive Contract No. [REDACTED] replaces Letter Contract No. [REDACTED] approved by the Project Director under date of 29 May 1956. The letter contract provided for a feasibility study to be conducted by Perkin-Elmer Corporation, Norwalk, Connecticut, over a two-months' period to determine the equipment requirements for [REDACTED] [REDACTED] responsibility for development of which was assigned to the Agency's [REDACTED]

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2. Letter Contract No. [REDACTED] was drawn pursuant to a memorandum from [REDACTED] dated 16 May 1956 requesting that the desired contractual arrangement be made by the Project AQUATONE Contracting Officer in view of his existing contractual relations with this contractor and the high priority which attached to the [REDACTED] program. No contractual relationship exists between the Perkin-Elmer Corporation and the Office of Logistics under which this contract could have been negotiated and awarded within the time limits required.

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3. Funds in the amount of [REDACTED] chargeable to Fiscal Year 1956 Appropriation No. [REDACTED] have been made available for this procurement and have been transferred to Project AQUATONE by [REDACTED] Budget Officer. The contract price for this procurement is [REDACTED]

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4. It is recommended that you approve the signing of Definitive Contract No. [REDACTED] by the authorized Project Contracting Officer.

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[REDACTED]
Contracting Officer

CONCURRENCES:

Approval requested in Paragraph 5, granted

General Counsel

Comptroller

RICHARD M. BISSELL, JR.
SA/PC/DCI - Project Director

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Orig - [REDACTED]
2 - Finance
3 - Chrono

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~~SECRET~~

SA PC-10472

Contract No. [REDACTED] 25X1A
NEGOTIATED CONTRACT

The Perkin-Elmer Corporation
Main Avenue
Norwalk, Connecticut

CONTRACT FOR: Contract work (see Schedule) Amount: [REDACTED] 25X1A

Mail Invoices to:

Performance Period/Delivery
Schedule:

Inspection Point:

Administrative Data:

ESTIMATED COST: \$ [REDACTED] X
DATE: 6/1/82 REVIEWER: 004540
2012

This contract is entered into, by and between the United States of America, hereinafter called the Government, represented by the Contracting Officer executing this contract, and the above-named Contractor which is a Corporation, incorporated in the State of New York, hereinafter called the Contractor.

The parties hereto agree that the Contractor shall furnish the facilities and deliver all supplies and perform all the services set forth in the attached schedule issued hereunder, for the consideration stated therein.

The rights and obligations of the parties to this contract shall be subject to and governed by the attached schedule and General Provisions which together with this signature page and the accompanying certificate comprise this Contract No. [REDACTED] In the event of any inconsistency between the schedule and the General Provisions, the schedule shall control. 25X1A

IN WITNESS WHEREOF, the parties hereto have executed this contract as of 30 October 1956

Signatures:

The United States of America

By [REDACTED]

Contracting Officer

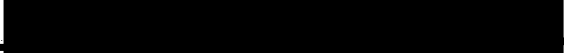
STATINTL

(Title)

VICE-PRESIDENT

CERTIFICATE

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I, , certify that I am
the SECRETARY of the Corporation named
as Contractor herein; that RODERIC M. SCOTT who
signed this contract on behalf of the Contractor was then VICE-
PRESIDENT of said Corporation; that said contract was duly
signed for and in behalf of said Corporation by authority of its
governing body, and is within the scope of its Corporate powers.

 Corporate Seal

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Contract No. [REDACTED]

SCHEDULE

1. Work to be Performed. The Contractor shall conduct during the term stated in paragraph 2 hereof a feasibility study of a Photographic System in accordance with its proposal of 11 May 1956, and the procurement description generally outlining the operational requirements for such system, both of which are on file with the Contractor and the Contracting Officer. In performing the above study, the Contractor shall submit the following reports to the Contracting Officer for which payments will be made at the amounts indicated:

- a. An interim report, in triplicate, briefly outlining studies made within the first 30 day period of this contract and any conclusions reached as to contemplated equipment requirements. This interim report shall be submitted within 10 days after completion of the above period of work.....
- b. Final report, in six copies, setting forth the results of the studies conducted during entire term of this contract and a recommendation as to a system which will best fulfill the operational requirements of the program. This final report shall be submitted within two weeks after completion of studies conducted hereunder.....

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Total Contract Price.....

2. Period of Contract. Studies to be conducted hereunder shall commence on the date of acceptance of this contract by the Contractor and shall be completed three (3) months thereafter.

3. Letter Contract Superseded. This is the Definitive Contract contemplated by the Letter Contract accepted by the Contractor under date of 15 June 1956. This Definitive Contract supersedes said Letter Contract. Work performed and payments made under said Letter Contract shall be deemed to be work performed and payments made under this Definitive Contract. The date of the Letter Contract shall govern for the determination of the priority status of this Definitive Contract. In the event of conflict between this Definitive Contract and said Letter Contract, this Definitive Contract shall prevail.

4. Waiver of Requirements of General Provisions. Notwithstanding the requirements of any of the General Provisions of this contract to the contrary, whenever the Contractor, in performance of the work under this contract, shall find that the requirements of any of the clauses of the General Provisions are in conflict with security instructions issued to the Contractor by the Contracting Officer or by his duly authorized representative for security matters, the Contractor shall call the attention of the Contracting Officer to such conflict and the Contracting Officer or his duly authorized representative for security matters shall (i) modify or rescind such security requirements or (ii) the Contracting Officer shall issue to the Contractor a waiver of compliance with the General Provisions of this contract issued by the Contracting Officer shall be in writing, except that the approval by the Contracting Officer of any subcontract issued hereunder by the Contractor shall be deemed to constitute approval of waiver of any clauses of the General Provisions in conflict with the stipulations of such subcontract.

5. Special Security Restrictions. The Contractor shall not reveal (i) the specific nature or any details of the work being performed hereunder or (ii) any information whatsoever with respect to the department of the Government sponsoring this contract and the work thereunder except as the Contractor is directed or permitted to reveal such information by the Contracting Officer or by his duly authorized representative for security matters, and notwithstanding any clause or section of this contract to the contrary, the Contractor shall not interpret any clause or section of this contract as requiring or permitting divulgence of such information to any person, public or private, or to any officer or department of the Government without the express consent of the Contracting Officer or his duly authorized representative for security matters.

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